

City of West Des Moines Service Desk – Terms of Service

By using this website (the "Site"), you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site. Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service.

The City of West Des Moines (the "City") reserves the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case the City will post the revised Terms of Service on this website and update the "Last Updated" date to reflect the date of the changes. By continuing to use the Site after the City posts any such changes, you accept the Terms of Service, as modified.

The City also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in the City's sole judgment, interferes with the ability of others to enjoy the website or infringes the rights of others.

Rights and Restrictions Relating to Site Content

Your Limited Right to Use Site Materials. This Site and all the materials available on the Site are the property of the City and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site is provided solely for your personal noncommercial use. You may not use the Site or the materials available on the Site in a manner that constitutes an infringement of the City's rights or that has not been authorized by the City. More specifically, unless explicitly authorized in these Terms of Service or by the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. You must receive permission from the City prior to reproducing or distributing any materials from the Site.

The City's Right to Use Materials You Submit or Post. You understand and agree that any submission or posting on the Site may be considered public information and the City may use and distribute this information at its sole discretion without any form of compensation to you.

Site Registration Process

To access certain features of the Site, the City may ask you to provide certain demographic information including your street address, city, state, zip code and country. You agree to provide true, accurate, current and complete information about yourself as

prompted by the Site's registration form. If the City has reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, the City has the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

Responsibility for Your Username and Password

To use certain features of the Site, you will need a username and password, which you will receive through the Site's registration process. The City reserves the right to reject or terminate the use of any username that the City deems offensive or inappropriate. In addition, the City also reserves the right to terminate the use of any username or account, or to deny access to the Site or any features of the Site, to anyone who violates these Terms of Service or who, in the City's sole judgment, interferes with the ability of others to enjoy the City's website or infringes the rights of others. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify the City immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. The City cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Responsibility for User-Provided Content

You acknowledge and agree that the City may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in the City's judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of the Site, the City and its affiliates, officers, directors, employees, representatives, licensors, other users, and/or the public.

Modifications to, or Discontinuation of, the Site

The City reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that the City will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or any portion thereof.

Disclaimers

THE CITY DOES NOT WARRANT THAT THE SITE OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THIS SITE, INCLUDING BULLETIN

BOARDS, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

You must provide and are solely responsible for all hardware and/or software necessary to access the Site. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software.

Limitation of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL THE CITY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE, EVEN IF THE CITY HAS BEEN ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THE CITY IS NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Indemnification

You agree to indemnify and hold harmless the City and its affiliates, and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any and all losses, expenses, damages and costs, including reasonable attorneys' fees, that arise out of your use of the Site, violation of these Terms of Service by you or any other person using your account, or your violation of any rights of another. The City reserves the right to take over the exclusive defense of any claim for which the City is entitled to indemnification under this section. In such event, you agree to provide the City with such cooperation as is reasonably requested by the City.

Suspension and Termination of Access

You agree that, in the City's sole discretion, the City may suspend or terminate your password, account (or any part thereof) or use of the Site, or any part of the Site, and remove and discard any materials that you submit to the Site, at any time, for any reason, without notice. You agree that the City will not be liable to you or any third-party for any suspension or termination of your password, account (or any part thereof) or use of the Site, or any removal of any materials that you have submitted to the Site. In the event that the City suspends or terminates your access to and/or use of the Site, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

Other

This agreement is personal to you and you may not assign it to anyone. If any provision of this agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions. These Terms of Service are not intended to benefit any third party, and do not create any third party beneficiaries. Accordingly, these Terms of Service may only be invoked or enforced by you or the City. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site or these Terms of Service must be filed by you within one year after such claim or cause of action arose or be forever barred.